

## **SECOND FISHING CAPACITY REDUCTION PROGRAM BID AND TERMS OF AGREEMENT FOR CAPACITY REDUCTION: BERING SEA AND ALEUTIAN ISLANDS KING AND TANNER CRABS**

**THIS AGREEMENT**, is entered into by and between the party or parties named in the portion of this document (herein referenced as the "Reduction Contract") entitled, "Fishing Capacity Reduction Bid Submission Form" (otherwise herein referenced as the "Bid Form"), as the qualifying bidder and as the co-bidder (if there is a co-bidder) (herein collectively referenced as the "Bidder") and the United States of America, acting by and through the Secretary of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Financial Services Division (herein referenced as "NMFS"). The Reduction Contract is effective when NMFS signs the Reduction Contract and, thereby, accepts the Bidder's offer, subject to the condition subsequent of a successful referendum.

### **WITNESSETH:**

**Whereas**, NMFS has sent an Invitation to Bid (herein referenced as the "Bid Invitation") for the Fishing Capacity Reduction Program (herein referenced as the "Program") to qualifying bidders holding non-interim crab license limitation program licenses for one or more reduction endorsement fisheries and issued under the Fishery Management Plan for Bering Sea/Aleutian Islands King and Tanner Crabs;

**Whereas**, NMFS implements the Program pursuant to § 144 of Pub. Law 106-554; § 2201 of Pub. Law 107-20; § 205 of Pub. Law 107-117; as well as 16 U.S.C. §1861a (b)-(e) and other applicable law;

**Whereas**, in accordance with such authority, NMFS published a final Program rule (50 CFR § 600.1018) in the Federal Register (68 FR 69331-69342) (hereinafter referenced as the "Final Rule");

**Whereas**, NMFS has promulgated framework regulations generally applicable to all fishing capacity reduction programs, portions of which are applicable to the Program, (50 CFR §600.1000 et seq.);

**Whereas**, the term "Reduction Fishery" is statutorily defined for the Program;

**Whereas**, NMFS can complete the Program only after a referendum approves an industry fee system for the Reduction Fishery;

**Whereas**, in direct response to the Bid invitation, the Bidder completes the Bid Form, the Bidder submits the Bid Form to NMFS, and the Bid Form is expressly subject to the

requirements of: the Reduction Contract terms and conditions, the Bid Invitation, the Final Rule, the framework regulations, and applicable law; and

**Whereas**, the Program's express objective is to permanently reduce harvesting capacity in the Reduction Fishery.

**NOW, THEREFORE**, for good and valuable consideration and the premises and covenants hereinafter set forth, the receipt and sufficiency of which the parties to the Reduction Contract hereby acknowledge, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are expressly incorporated herein by this reference.
2. Incorporation of Final Rule. The Final Rule is expressly incorporated herein by this reference. In the event of conflicting language, the rule takes precedence over the Reduction Contract.
3. Bid Invitation. The Bid Invitation requirements are expressly incorporated herein by this reference.
4. Bid Form. By completing the Bid Form and submitting the Reduction Contract of which the Bid Form is a part to NMFS in the manner the Bid Invitation requires, the Bidder hereby irrevocably offers to relinquish its reduction fishing interest and comply with all provisions of the Final Rule. If NMFS discovers any deficiencies in the Bidder's submission to NMFS, NMFS may, at its sole discretion, contact the Bidder in an attempt to correct such bid deficiency.
5. Crab Reduction Permit. In the Bid Form, the Bidder specifies, as a crab reduction permit, a valid non-interim crab license for one or more reduction endorsement fisheries and issued under the Fishery Management Plan for Bering Sea/Aleutian Islands King and Tanner Crabs. The Bidder expressly acknowledges that it hereby offers to permanently surrender, relinquish, and have NMFS permanently revoke this crab reduction permit as well as any present or future claims of eligibility for any fishery privilege based upon the crab reduction permit.
6. Non-crab Reduction Permit(s). In the Bid Form, the Bidder specifies, as a non-crab reduction permit(s), any and all Federal permit(s), license(s), area and species endorsement(s), harvest authorization(s), or fishery privilege(s) for which the qualifying bidder was the holder of record on December 12, 2003, and which NMFS issued based on the fishing history of the Bidder's reduction/history vessel. The Bidder represents and warrants that the Bid Form includes every such permit for which the qualifying bidder was the holder of record on December 12, 2003. The Bidder hereby acknowledges that it offers to permanently surrender, relinquish, and have NMFS permanently revoke the non-crab

reduction permit(s), as well as any present or future claims of eligibility for any fishery privilege based upon the non-crab reduction permit(s).

7. Reduction Permit(s) Held by Qualifying Bidder. The Bidder represents and warrants that the qualifying bidder is the holder of record, according to NMFS' official fishing license records, at the time of bidding of the crab reduction permit and non-crab reduction permit(s) which the Bidder specifies in the Bid Form.
8. Reduction/privilege Vessel. In the Bid Form, the Bidder specifies, as the reduction/privilege vessel, the vessel which was on December 12, 2003, designated on the crab reduction permit which the bidder also specifies in the Bid Form. The Bidder represents and warrants that the reduction/privilege vessel is neither lost nor destroyed at the time of bidding and that either the qualifying bidder or the co-bidder (if there is a co-bidder) is the vessel's owner of record, according to the National Vessel Documentation Center's official vessel documentation records, at the time of bidding.
9. Reduction Fishing Privilege. If the reduction/privilege vessel which the Bidder specifies in the Bid Form is Federally documented, the Bidder offers to relinquish and surrender the reduction/privilege vessel's reduction fishing privilege and consents to the imposition of Federal vessel documentation restrictions that have the effect of permanently revoking the reduction/privilege vessel's legal ability to fish anywhere in the world as well as its legal ability to operate under foreign registry or control—including the reduction/privilege vessel's: fisheries trade endorsement under 46 U.S.C. §12108; eligibility for the approval required under section 9(c)(2) of the Shipping Act, 1916 (46 U.S.C. App. §808(c)(2)), for the placement of a vessel under foreign flag or registry, as well as its operation under the authority of a foreign country; and the privilege otherwise to ever fish again anywhere in the world. If the reduction/privilege vessel specified in the Bid Form is not a Federally documented vessel, the Bidder offers to promptly scrap the vessel and allow NMFS whatever access to the scrapping NMFS deems reasonably necessary to document and confirm the scrapping.
10. Retention of Reduction Fishing History. The Bidder expressly states, declares, affirms, attests, represents, and warrants to NMFS that the Bidder retains, and is fully and legally entitled to offer and dispose of hereunder, full and complete rights to the reduction/history vessel's full and complete reduction fishing history necessary to fully and completely comply with the requirements of section 11 hereof.
11. Reduction Fishing History. The Bidder surrenders, relinquishes, and consents to NMFS' permanent revocation of the following reduction fishing history:
  - I. Reduction vessels same. If the reduction/privilege vessel the Bidder specifies in the Bid Form is the same vessel as the qualifying bidder's reduction/history

vessel and the qualifying bidder is bidding alone without a co-bidder, the reduction fishing history is:

(a) The reduction/history vessel's full and complete documented harvest of crab,

(b) The reduction/history vessel's full and complete documented harvest of the non-crab species involved in the non-crab reduction permit(s) of which the qualifying bidder was the holder of record on December 12, 2003, and

(c) For any documented harvest of the reduction/history vessel, other than and in addition to that specified in this (a) and (b) of this subsection I, the qualifying bidder's right or privilege to make any claim in any way related to any fishery privilege derived in whole or in part from any such other and additional documented harvest which could ever qualify the qualifying bidder for any future limited access system fishing license, permit, and other harvest authorization of any kind; but without prejudice to any party unrelated to the qualifying bidder who before December 12, 2003, may have for value independently acquired the fishing history involving any such other and additional documented harvest; and

II. Reduction vessels different. If the reduction/privilege vessel the Bidder specifies in the Bid Form is not the same vessel as the qualifying bidder's reduction/history vessel and regardless of whether the qualifying bidder is bidding alone or jointly with a co-bidder, the reduction fishing history is:

(a) The reduction/history vessel's full and complete documented harvest of crab,

(b) The reduction/history vessel's full and complete documented harvest of the non-crab species involved in the non-crab reduction permit(s) of which the qualifying bidder was the holder of record on December 12, 2003,

(c) For any documented harvest of the reduction/history vessel, other than and in addition to that specified in (a) and (b) of this subsection II, the qualifying bidder's right or privilege to make any claim in any way related to any fishery privilege derived in whole or in part from any such other and additional documented harvest which could ever qualify the qualifying bidder for any future limited access system fishing license, permit, and other harvest authorization of any kind; but without prejudice to any party unrelated to the qualifying bidder who before December 12, 2003, may have for value independently acquired the fishing history involving any such other and additional documented harvest, and

(d) The reduction/privilege vessel's full and complete documented harvest of crab during the period in which either the reduction/privilege vessel was the vessel designated on the crab reduction permit or the crab reduction permit was otherwise used to authorize the reduction privilege/vessel's harvesting of crab.

12. Bid Amount. In the Bid Form, the Bidder specifies a bid amount in U.S. dollars. NMFS' payment to the bidder of a reduction payment in the exact amount of the bid amount is full and complete consideration for the Bidder's offer.
13. Additional Bid Form Elements. The bidder shall include with its bid an exact photocopy of the bid's reduction/privilege vessel's official vessel documentation or registration (i.e., the certificate of documentation the U.S. Coast Guard's National Vessel Documentation Center issues for Federally documented vessels or the registration a State issues for State registered vessels) and an exact photocopy of the bid's crab reduction permit and non-crab reduction permit(s). The Bidder shall also include with the bid all other information the Bid Form requires and otherwise comply with all other Bid Form requirements.
14. Use of Official Fishing License or Permit Databases. The Bidder expressly acknowledges that NMFS shall use the appropriate, official, governmental fishing license or permit database to: determine the Bidder's address of record, verify the Bidder's qualification to bid, determine the holder of record of the bid's crab reduction permit and non-crab reduction permit(s), and verify the Bidder's inclusion in the bid of all such reduction permits associated with the reduction/history vessel and required to be offered in the bid.
15. Use of National Vessel Documentation Center Database. The Bidder expressly acknowledges that NMFS shall use the records of the National Vessel Documentation Center to determine the owner of record for a Federally documented reduction/privilege vessel and the appropriate State records to determine the owner of record of a non-Federally documented reduction/privilege vessel.
16. Bidder to Ensure Accurate Records. The Bidder shall, to the best of its ability, ensure that the records of the databases relevant to sections 14 and 15 hereof are true, accurate, and complete.
17. Bid Submissions Are Irrevocable. The parties hereto expressly acknowledge as the essence hereof that the Bidder voluntarily submits to NMFS this firm and irrevocable bid offer. The Bidder expressly acknowledges that it hereby waives any privilege or right to withdraw, change, modify, alter, rescind, or cancel any portion of its bid and that the receipt date and time which NMFS marks on the bid constitutes the date and time of the bid's submission.
18. Bidder Retains Bid Elements. After submitting a bid, the Bidder shall continue to hold, own, or retain unimpaired every aspect of the reduction fishing interest specified in the Reduction Contract until such time as: NMFS rejects the bid, NMFS notifies the bidder that the referendum was unsuccessful, NMFS tenders the reduction payment and the Bidder complies with its obligations under the Reduction Contract, NMFS otherwise excuses the Bidder's performance, or the

bid expires without NMFS first having notified the Bidder in writing that NMFS accepted the bid.

19. Bid Rejection. NMFS shall reject a bid which NMFS deems is in any way unresponsive or not in conformance with the Bid Invitation, the Reduction Contract, and the applicable law or regulations unless the Bidder corrects the defect and NMFS, in its sole discretion, accepts the correction.
20. Notarized Bidder Signature(s) Required. NMFS shall deem as nonresponsive and reject a bid whose Bid Form does not contain the notarized signatures of all persons required to sign the Bid Form on behalf of the Bidder.
21. Bid Rejections Constitute Final Agency Action. NMFS's bid rejections are conclusive and constitute final agency action as of the rejection date.
22. Effect of Bid Submission. Submitting a bid constituting an irrevocable offer and conforming to the requirements stated in the Bid Invitation and herein entitles the Bidder to have NMFS consider accepting the bid.
23. Reverse Auction. In accordance with applicable requirements, such as those stated in the the Bid Invitation, the Reduction Contract, the Final Rule and other regulations, and the applicable law, NMFS shall accept bids following a reverse auction, subject to the condition subsequent of a successful referendum.
24. Acceptance. The Bidder expressly acknowledges that NMFS' acceptance of the bid constitutes a Reduction Contract subject to the condition subsequent of successful referendum.
25. Referendum. The Bidder acknowledges that referendum approval of the industry fee system is an occurrence over which NMFS has no control.
26. Notification. If the referendum is successful, NMFS shall formally notify the Bidder in writing whether NMFS accepted or rejected the bid. Upon such notice, the Reduction Contract becomes enforceable against, and binding on, the parties. The parties shall be bound by the Reduction Contract terms and conditions. An unsuccessful referendum excuses all parties hereto from every obligation to perform under the Reduction Contract. In such event, NMFS need not tender reduction payment and the Bidder need not surrender and relinquish or allow the revocation or restriction of any element of the reduction fishing interest specified in the Bid Form. An unsuccessful referendum shall cause the Reduction Contract to have no further force or effect.
27. Reduction Contract Subject to Federal Law. The Reduction Contract is subject to Federal law.

28. Notice to Creditors. Upon NMFS' bid acceptance notice to the Bidder, the Bidder agrees to notify all parties with secured interests in the reduction/privilege vessel, the crab reduction permit, and the non-crab reduction permit(s) that the Bidder has entered into the Reduction Contract.
29. Bidder Responsibilities upon Successful Referendum. Upon NMFS' notifying the Bidder that the referendum was successful and that NMFS had accepted the Bidder's bid, the Bidder shall immediately become ready to surrender and relinquish and allow the revocation or restriction of (as NMFS deems appropriate) the: crab reduction permit, non-crab reduction permit(s), reduction fishing privilege, and reduction fishing history.
30. Written Payment Instructions. After a successful referendum, NMFS shall tender reduction payment by requesting the Bidder to provide to NMFS, and the Bidder shall subsequently so provide, written payment instructions for NMFS' disbursement of the reduction payment to the Bidder or to the Bidder's order.
31. Request for Written Payment Instructions Constitutes Tender. NMFS' request to the Bidder for written payment instructions constitutes reduction payment tender, as specified in 50 C.F.R. 600.1011.
32. Bidder Responsibilities upon Tender. Upon NMFS' reduction payment tender to the Bidder, the Bidder shall immediately surrender and relinquish and allow the revocation or restriction of (as NMFS deems appropriate) its: crab reduction permit, non-crab reduction permit(s), reduction fishing privilege, and reduction fishing history. The Bidder must then return the originals of its crab reduction permit and non-crab reduction permit(s) to NMFS. Concurrently with NMFS' reduction payment tender, the Bidder shall forever cease all fishing for any species with the reduction/privilege vessel and immediately retrieve all fishing gear, irrespective of ownership, previously deployed from the reduction/privilege vessel.
33. Reduction/privilege Vessel Lacking Federal Documentation. Upon NMFS' reduction payment tender to the Bidder, the Bidder shall immediately scrap any vessel which the Bidder specified as a reduction/privilege vessel and which is documented solely under state law or otherwise lacks documentation under Federal law. The Bidder shall scrap such vessel at the Bidder's expense. The Bidder shall allow NMFS, its agents, or its appointees reasonable opportunity to observe and confirm such scrapping. The Bidder shall conclude such scrapping within a reasonable time.
34. Future Harvest Privilege and Reduction Fishing History Extinguished. Upon NMFS' reduction payment tender to the Bidder, the Bidder shall surrender and relinquish and consent to the revocation, restriction, withdrawal, invalidation, or extinguishment by other means (as NMFS deems appropriate), of any claim in any way related to any fishing privilege derived, in whole or in part, from the use

or holdership of the crab reduction permit and the non-crab reduction permit(s), from the use or ownership of the reduction/history vessel and the reduction/privilege vessel (subject to, and in accordance with, however, the provisions of section 11 hereof), and from any documented harvest fishing history arising under or associated with the same which could ever qualify the Bidder for any future limited access fishing license, fishing permit, and other harvest authorization of any kind.

35. Post Tender Use of Federally Documented Reduction Vessel. After NMFS' reduction payment tender to the Bidder, the Bidder may continue to use a Federally documented reduction/privilege vessel for any lawful purpose except fishing and may transfer--subject to all restrictions in the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law--the vessel to a new owner. The Bidder or any subsequent owner shall only operate the reduction/privilege vessel under the United States flag and shall not operate such vessel under the authority of a foreign country. In the event the Bidder fails to abide by such restrictions, the Bidder expressly acknowledges and hereby agrees to allow NMFS to pursue any and all remedies available to it, including, but not limited to, recovering the reduction payment and seizing the reduction/privilege vessel and scrapping it at the Bidder's expense.
36. NMFS' Actions upon Tender. Contemporaneously with NMFS' reduction payment tender to the Bidder, and without regard to the Bidder's refusal or failure to perform any of its Reduction Contract duties and obligations, NMFS shall: permanently revoke the Bidder's crab reduction permit and non-crab reduction permit(s); notify the National Vessel Documentation Center to permanently revoke the reduction/privilege vessel's fishery trade endorsement; notify the U.S. Maritime Administration to make the reduction/privilege vessel permanently ineligible for the approval of requests to place the vessel under foreign registry or operate the vessel under a foreign country's authority; record in the appropriate NMFS records that the reduction fishing history represented by any documented harvest fishing history accrued on, under, or as a result of the reduction/history vessel and the reduction/privilege vessel (subject to, and in accordance with, however, the provisions of section 11 hereof), the crab reduction permit, and the non-crab reduction permit(s) which could ever qualify the Bidder for any future limited access fishing license, fishing permit, or other harvesting privilege of any kind shall never again be available to anyone for any fisheries purpose; and implement any other restrictions the applicable law or regulations impose.
37. Material Disputes to be Identified. Members of the public shall, up until NMFS receives the Bidder's written payment instructions, be able to advise NMFS in writing of any material dispute with regard to any aspect of any accepted bid. Such a material dispute shall neither relieve the Bidder of any Reduction Contract duties or obligations nor affect NMFS' right to enforce performance of the Reduction Contract terms and conditions.



38. Reduction Payment Disbursement. Once NMFS receives the Bidder's written payment instructions and certification of compliance with the Reduction Contract, NMFS shall as soon as practicable disburse the reduction payment to the Bidder. Reduction payment disbursement shall be in strict accordance with the Bidder's written payment instructions. Unless the Bidder's written payment instructions direct NMFS to the contrary, NMFS shall disburse the whole of the reduction payment to the Bidder. If the qualifying bidder bids with a co-bidder, both the qualifying bidder and the co-bidder must approve and sign the written payment instructions.
39. Reduction Payment Withheld for Scrapping or for Other Reasons. In the event that a reduction/privilege vessel which is not under Federal documentation must be scrapped, NMFS shall withhold from reduction payment disbursement an amount sufficient to scrap such vessel. NMFS shall withhold such sum until the vessel is completely scrapped. NMFS may confirm, if NMFS so chooses, that the vessel has been scrapped before disbursing any amount withheld. If NMFS has reason to believe the Bidder has failed to comply with any of the Reduction Contract terms and conditions, NMFS shall also withhold reduction payment disbursement until such time as the Bidder performs in accordance with the Reduction Contract terms and conditions.
40. Bidder Assistance with Restriction. The Bidder shall, upon NMFS' request, furnish such additional documents, undertakings, assurances, or take such other actions as may be reasonably required to enable NMFS' revocation, restriction, invalidation, withdrawal, or extinguishment by other means (as NMFS deems appropriate) of all components of the bid's reduction fishing interest in accordance with the requirements of the Bid Invitation, the Reduction Contract terms and conditions, the Final Rule, other applicable regulations, and the applicable law.
41. Recordation of Restrictions. Upon the reduction fishing privilege's revocation, the Bidder shall do everything reasonably necessary to ensure that such revocation is recorded on the reduction/privilege vessel's Federal documentation (which the National Vessel Documentation Center maintains in accordance with Federal maritime law and regulations) in such manner as is acceptable to NMFS and as shall prevent the reduction/privilege vessel, regardless of its subsequent ownership, from ever again being eligible for a fishery trade endorsement or ever again fishing. The term "fishing" includes the full range of activities defined in 16 U.S.C. §1802.
42. Reduction Element Omission. In the event NMFS accepts the bid and the Bidder has failed, for any reason, to specify in the Bid Form any crab reduction permit, non-crab reduction permit(s), reduction/privilege vessel, reduction fishing history, or any other element of the reduction fishing interest which the Bidder should under the Bid Invitation, the Reduction Contract, the Final rule, other applicable regulations, and the applicable law have specified in the Bid Form,

such omitted element shall nevertheless be deemed to be included in the Bid Form and to be subject to the Reduction Contract's terms and conditions; and all Reduction Contract terms and conditions which should have applied to such omitted element had it not be omitted shall apply as if such element had not been omitted. Upon the Bidder discovering any such omission, the Bidder shall immediately and fully advise NMFS of such omission. Upon either NMFS or the Bidder discovering any such omission, the Bidder shall act in accordance with the Bid Invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law.

43. Remedy for Breach. Because money damages are not a sufficient remedy for the Bidder breaching any one or more of the Reduction Contract terms and conditions, the Bidder explicitly agrees to and hereby authorizes specific performance of the Reduction Contract, in addition to any money damages, as a remedy for such breach. In the event of such breach, NMFS shall take any reasonable action, including requiring and enforcing specific performance of the Reduction Contract, NMFS deems necessary to carry out the Bid Invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law.
44. Waiver of Data Confidentiality. The Bidder consents to the public release of any information provided in connection with the Reduction Contract or pursuant to Program requirements, including any information provided in the Bid Form or by any other means associated with, or necessary for evaluation of, the Bidder's bid if NMFS finds that the release of such information is necessary to achieve the Program's authorized purpose. The Bidder hereby explicitly waives any claim of confidentiality otherwise afforded to financial, catch, or harvest data, as well as trade secrets, fishing histories, or other personal information, otherwise protected from release under 16 U.S.C. §1881a(b) or any other law. In the event of such information release, the Bidder hereby forever fully and unconditionally releases and holds harmless the United States and its officers, agents, employees, representatives, of and from any and all claims, demands, debts, damages, duties, causes of action, actions and suits whatsoever, in law or equity, on account of any act, failure to act, or event arising from, out of, or in any way related to, the release of any information associated with the Program.
45. Oral Agreements Invalid. The Bid Invitation and Reduction Contract contain the final terms and conditions of the Reduction Contract between the Bidder and NMFS and represent the entire and exclusive agreement between them. NMFS and the Bidder forever waive all right to sue, or otherwise counterclaim against each other, based on any claim of past, present, or future oral agreement between them.
46. Severable Provisions. The Reduction Contract provisions are severable; and, in the event any portion of the Reduction Contract is held to be void, invalid, non-

binding, or otherwise unenforceable, the remaining portion thereof shall remain fully valid, binding, and enforceable against the Bidder and NMFS.

47. Disputes. Any and all disputes involving the Bid Invitation, the Reduction Contract, and any other Program aspect affecting them shall in all respects be governed by the Federal laws of the United States; and the Bidder and all other parties claiming under the Bidder irrevocably submit themselves to the jurisdiction of the Federal courts of the United States and/or to any other Federal administrative body which the applicable law authorizes to adjudicate such disputes.

48. Fishing Capacity Reduction Bid Submission Form.

I. Completion and submission. The Bidder must fully, faithfully, and accurately complete the Bid Form in this section 48 and thereafter submit the full and complete Reduction Contract to NMFS in accordance with the Bid Invitation and the Reduction Contract. If completing the Bid Form requires inserting more information than the Bid Form places provided for the insertion of such information provides, the Bidder should attach an addendum to the Bid Form which: includes and identifies the additional information, states that the addendum is a part of the Bid Form portion of the Reduction Contract, states (as a means of identifying the Reduction Contract to which the addendum relates) the NMFS license number designated on the Bid Form's crab reduction permit, and is signed by all persons who signed the Bid Form as the Bidder.

II. Bidder information.

(a) Bidder name(s). Insert in the place this subsection II.(a) provides the name(s) of the qualifying bidder and of the co-bidder (if there is a co-bidder), and check the appropriate column row for each name listed.

Each name the Bidder inserts must be the full and exact legal name of record of each person, partnership, or corporation bidding. If any reduction fishing interest element is co-owned by more than one person, partnership, or corporation, the Bidder must insert each co-owner's name.

In each case, the qualifying bidder is the holder of record, at the time of bidding, of the crab reduction permit and the non-crab reduction permit(s). A co-bidder is not allowed for either the crab reduction permit or the non-crab reduction permit(s). If the qualifying bidder is also the owner or record, at the time of bidding, of the reduction/privilege vessel, the qualifying bidder is the sole Bidder. If, however, the owner of record, at the time of bidding, of the reduction/privilege vessel is not exactly the same as the qualifying bidder, then the different owner of record is the co-bidder; and the qualifying bidder and the co-bidder jointly bid together as the Bidder.

<b><u>BIDDER NAME(S)</u></b> If qualifying bidder or co-bidder consists of more than one owner, use one row of this column to name each co-owner. If not, use only one row for qualifying bidder and one row for any co-bidder.	Check appropriate column below for each name listed in 1st column	
	Qualifying bidder	Co-Bidder (if any)
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		

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(b) Bidder address(s) of record. Insert in the place provided in this subsection II.(b) the qualifying bidder's and the co-bidder's (if there is a co-bidder) full and exact address(s) of record, and check the appropriate column row for each address listed.

<p align="center"><b><u>BIDDER ADDRESS(S)</u></b></p> <p>If qualifying bidder or co-bidder consists of more than one co-owner, use one row of this column for address of each co-owner. If not, use only one row for qualifying bidder and one row for any co-bidder.</p> <p><u>Always use same row order as in Bidder name table in section 48.II.(a) above (i.e., address (1) is for name (1), address (2) is for name (2), address (3) is for name (3), etc.)</u></p>	Check appropriate column below for each address listed in 1st column	
	Qualifying bidder	Co-Bidder (if any)
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		

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(c) Bidder business telephone number(s). Insert in the place this subsection II.(c) provides the qualifying bidder's and the co-bidder's (if there is a co-bidder) full and exact business telephone number(s), and check the appropriate column row for each number listed.

<p align="center"><b><u>BIDDER TELEPHONE NUMBER(S)</u></b></p> <p>If qualifying bidder or co-bidder consists of more than one co-owner, use one row of this column for telephone number of each co-owner. If not, use only one row for qualifying bidder and one row for co-bidder (if any).</p> <p><u>Always use same row order as in Bidder name table in section 48.II.(a) above (i.e., telephone number (1) is for name (1), telephone number (2) is for name (2), telephone number (3) is for name (3), etc.)</u></p>	Check appropriate column below for each number listed in 1st column	
	Qualifying bidder	Co-Bidder (if any)
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		

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(d) Bidder electronic mail address(s) (if available). Insert in the place this subsection II.(d) provides the qualifying bidder's and the co-bidder's (if there is a co-bidder) full and exact electronic mail address(s), and check the appropriate column row for each address listed.

<b><u>BIDDER ELECTRONIC MAIL ADDRESS(S)</u></b> If qualifying bidder or co-bidder consists of more than one co-owner, use one row of this column for e-mail address of each co-owner. If not, use only one row for qualifying bidder and one row for co-bidder (if any).  <u>Always use the same row order as in the Bidder name table in section 48.II.(a) above (i.e., e-mail address (1) is for name (1), e-mail address (2) is for name (2), e-mail address (3) is for name (3) etc.)</u>	Check appropriate column below for each address listed in 1st column	
	Qualifying bidder	Co-Bidder (if any)
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		

III. Crab license number for crab reduction permit. Insert in the place this subsection III provides the full and exact license number which NMFS designated on the crab license which the qualifying bidder specifies in the Bid Form as the crab reduction permit. Enclose with the Bid Form an exact photocopy of such license.

<b>LICENSE NUMBER OF CRAB LICENSE SPECIFIED AS BID'S CRAB REDUCTION PERMIT</b>

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IV. License number(s) for non-crab reduction permit(s) (if there is a non-crab reduction permit(s)). Insert in the place this subsection IV provides the fishery(s) involved in, and the full and exact license number(s) which NMFS designated on the license(s) which the qualifying bidder specifies in the Bid Form as the non-crab reduction permit(s). Enclose with the Bid Form an exact photocopy of each such license.

<b>LICENSE NUMBER(S) AND FISHERY(S) OF LICENSE(S) SPECIFIED AS NON-CRAB REDUCTION PERMIT(S)</b>	
<b>License Number(s)</b>	<b>Fishery(s)</b>

V. Reduction Fishing History. For all reduction fishing history which the Reduction Contract requires the Bidder to include in the bidder's reduction fishing interest, insert in the place this subsection V provides the chronological and other information which each column heading therein requires. The information required does not include any actual landing data. Any bidder whose crab reduction permit is a crab license whose issuance NMFS based on the crab fishing history of a lost or destroyed vessel plus a replacement vessel must insert information meeting the requirements of Final Rule section 600.1018(i)(2). Any bidder whose crab reduction permit is a crab license whose issuance NMFS in any part based on the crab license holder's acquisition of crab fishing history from another party must insert information meeting the requirements of Final Rule section 600.1018(i)(3).



LICENSE NO. OF EACH CRAB AND EACH NON-CRAB REDUCTION PERMIT IN SECTION 48. III AND 48.IV	FOR EACH PERMIT IN 1 <sup>ST</sup> COLUMN: FROM/TO DATE OF EACH FISHING HISTORY BIDDER POSSESSES	FOR EACH FISHING HISTORY IN 2ND COLUMN	
		If Bidder owned vessel giving rise to fishing history, name(s) and official number(s) of each vessel involved	If Bidder acquired fishing history from another party, name of party, manner in which acquired, and date acquired
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			

VI. Reduction/privilege vessel. Insert in the place this subsection VI provides the full and exact official name and official number which the National Vessel Documentation Center designated for the reduction/privilege vessel which the qualifying bidder or the co-bidder (if there is a co-bidder) specifies in the Bid Form, and check the column appropriate for the vessel's ownership of record. Enclose with the Bid Form an exact photocopy of such vessel's official certificate of documentation.

<b>REDUCTION/PRIVILEGE VESSEL</b>		<b>Check appropriate ownership column below</b>	
		<b>Qualifying bidder</b>	<b>Co-bidder (if any)</b>
<b>Official Name</b>	<b>Official Number</b>		

VII. Bid Amount. Insert in the place this subsection VII provides the Bidder's full and exact bid amount, both in words and in numbers.

<b>BID AMOUNT (U.S. DOLLARS)</b>	
<b>In words</b>	<b>In numbers</b>

VIII. Reduction Contract signature.

In compliance with the Bid Invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law, the Bidder submits the Bid Form and the Reduction Contract of which the Bid Form is a part as the Bidder's irrevocable bid offer to NMFS for the permanent surrender and relinquishment and revocation, restriction, withdrawal, invalidation, or extinguishment by other means (as NMFS deems appropriate) of the crab reduction permit, any non-crab reduction permit(s), the reduction/privilege vessel's reduction fishing privilege, and the reduction/history vessel's reduction fishing history--all as identified in the Bid Form and the Reduction Contract or as required under the Final Rule, other applicable regulations, or the applicable law.

The Bidder expressly acknowledges that NMFS' acceptance of the Bidder's bid offer hereunder and NMFS' tender, following a successful referendum, of a reduction payment in the same amount as the bid amount specified in subsection VII of this section (less any sum withheld for scrapping any reduction/privilege vessel lacking Federal documentation or for any other purpose) to the Bidder shall, among other things, render the reduction/privilege vessel permanently ineligible for

any fishing worldwide, including, but not limited to, fishing on the high seas or in the jurisdiction of any foreign country while operating under United States flag, and shall impose or create other legal and contractual restrictions, impediments, limitations, obligations, or other provisions which restrict, revoke, withdraw, invalidate, or extinguish by other means (as NMFS deems appropriate) the complete reduction fishing interest and any other fishery privileges or claims associated with the crab reduction permit, any non-crab reduction permit(s), the reduction/history vessel, the reduction/privilege vessel, and the reduction fishing history--all as more fully set forth in the Bid Invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law.

By completing and signing the Bid Form, the Bidder expressly acknowledges that the Bidder has fully and completely read the entire Bid Invitation and Reduction Contract. The Bidder expressly states, declares, affirms, attests, warrants, and represents to NMFS that the Bidder is fully able to enter into the Reduction Contract and that the bidder legally holds, owns, or retains, and is fully able under the Reduction Contract provisions to offer and dispose of, the full reduction fishing interest which the Reduction Contract specifies and the Bid Invitation, the Final Rule, the other applicable regulations, and the applicable law requires. Any person or entity completing the Bid Form and/or signing the Bid Form on behalf of another person or entity, expressly attests, warrants, and represents to NMFS that such completing and/or signing person or entity has the express and written permission or other grant of authority to bind such other person or entity to the Reduction Contract's terms and conditions. The Bidder expressly attests, warrants, and represents to NMFS that every co-owner of the Bidder necessary to constitute the Bidder's full and complete execution of the Reduction Contract has signed the Reduction Contract in the place this subsection VIII provides. The Bidder expressly attests, warrants, and represents to NMFS that the Bidder: fully understands the consequences of submitting the completed Bid Form and the Reduction Contract of which it is a part to NMFS; pledges to abide by the terms and conditions of the Reduction Contract; and is aware of, understands, and consents to, any and all remedies available to NMFS for the Bidder's breach of the Reduction Contract or submission of a bid which fails to conform with the Bid invitation, the Reduction Contract, the Final Rule, other applicable regulations, and the applicable law. The Bidder expressly attests, warrants, and represents to NMFS that all information which the Bidder inserted in the Bid Form is true, accurate, complete, and fully in accordance with the Bid Invitation, the Bid Form instructions for such insertions, the Reduction Contract of which the Bid Form is a part, the Final Rule, other applicable regulations, and the applicable law

**IN WITNESS WHEREOF**, the Bidder has, in the place this subsection VIII provides, executed the Bid Form (and, accordingly, the Reduction Contract) either as a qualifying bidder bidding alone or as a qualifying bidder and a co-bidder (if there is a co-bidder) jointly bidding together, in accordance with the requirements specified above, and on the date written below. The Reduction Contract is effective as of the date NMFS accepts the Bidder's offer by signing the Reduction Contract.

The qualifying bidder and the co-bidder (if there is a co-bidder) must each sign the Bid Form exactly as instructed herein. Each co-owner (if there is a co-owner) of each qualifying bidder or co-bidder (if there is a co-bidder) must also sign the Bid Form exactly as instructed herein. A notary public must, for each person or entity signing on behalf of the Bidder, complete and sign the acknowledgement and certification provision associated with each such person or entity's Bid signature.

(a) Qualifying bidder's and co-bidder's (if there is a co-bidder) signature(s) and notary's acknowledgement(s) and certification(s).

<p align="center"><b><u>BIDDER'S SIGNATURE AND NOTARY'S ACKNOWLEDGEMENT AND CERTIFICATION.</u></b></p> <p align="center">If qualifying bidder or co-bidder consists of more than one owner, use one row of 1st column for each co-owner's signature. If not, use only one row for qualifying bidder and one row for co-bidder (if any).</p> <p align="center"><b><u>Always use same Bidder row order as in Bidder name table in section 48.II.(a) above (i.e., signature (1) is for name (1), signature (2) is for name (2), signature (3) is for name (3), etc.)</u></b></p>			
<p align="center"><b><u>BIDDER SIGNATURE</u></b>  <b><i>(1) Sign. (2) Print: (a) signer's name, (b) signer's title (if signing for corporation or partnership), and (c) signing date.</i></b></p>	<p align="center"><b><u>Check appropriate column for each signature in 1st column</u></b></p> <p align="center"> <u>Qualifying bidder</u>      <u>Co-bidder (if any)</u> </p>		<p align="center"><b><u>NOTARY SIGNATURE</u></b>  <b><i>(1) Sign. (2) Print: (a) name, (b) signing date, (3) date commission expires, and (4) state and county. Each notary signature attests to following: "I certify that I know or have satisfactory evidence that the person who signed in the 1st column of this same row is the person who appeared before me and: (1) acknowledged his/her signature; (2) on oath, stated that he/she was authorized to sign; and (3) acknowledged he/she did so freely and voluntarily."</i></b></p>
<u>(1)</u>			
<u>(2)</u>			

----- CONTINUED, WITH SAME COLUMN HEADINGS, FROM SUBSECTION VIII.(a) TABLE ON PAGE NO. 20 -----

<u>(3)</u>			
<u>(4)</u>			
<u>(5)</u>			
<u>(6)</u>			

(b) United States of America's signature.

United States of America,  
Acting by and through the Secretary of Commerce,  
National Oceanic and Atmospheric Administration,  
National Marine Fisheries Services

By \_\_\_\_\_  
Michael L. Grable, Chief  
Financial Services Division

Date: \_\_\_\_\_